

C223586

DEED RECORDS

VOL 6192 PAGE 472

044-30-0705

ASSIGNMENT AND CONVEYANCE

THE STATE OF TEXAS §
 COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:
 THAT JEFFERSON LAKE SULPHUR COMPANY, a Delaware corporation, duly qualified to transact business in the State of Texas and with offices in New Orleans, Louisiana (herein called "Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by MERICHEM COMPANY, a Delaware corporation, with offices and principal place of business in Houston, Harris County, Texas (herein called "Grantee"), the receipt and sufficiency of all of which are hereby acknowledged by Grantor, effective as of the time and date herein-after provided, and subject to the remaining terms and provisions hereof, does hereby Convey, Assign and Deliver to Grantee, its successors and assigns, forever, the following:

A. FEE LANDS AND IMPROVEMENTS: All those certain lands and real properties situated in Harris County, Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with and including the chemical plant, buildings, structures, machinery, equipment, appliances, facilities, fixtures and all other improvements and personal properties of every kind and character located thereon or used in connection therewith (herein collectively called the "Chemical Plant");

9548525



04-30-0706

B. RIGHTS OF WAY AND EASEMENTS: All rights of way,

easements, servitudes, grants, permits, licenses, franchises and privileges owned or utilized in connection with the operation of the Chemical Plant, including, but not by way of limitation, all those described in Exhibit "B" attached hereto and made a part hereof for all purposes;

C. RAW MATERIALS, PLANT PRODUCTS AND OTHER INVEN-

TORY: All spent caustic solution, spent sodium sulphide solution, and all other raw materials now situated in or upon the Chemical Plant or the storage tank described in Paragraph J. below and owned or used or to be used in connection with the operation of such Plant; all cresylic acid, sodium sulphide and other plant products separated or recovered or to be separated or recovered in or from the Chemical Plant; and all other materials, supplies, products, goods in process and finished goods and inventory of every kind or character situated in or on, in transit to or owned or used in connection with the operation of the Chemical Plant;

D. RAW MATERIAL PURCHASE CONTRACTS: All those certain

contracts for the purpose of spent caustic solution and spent sodium sulphide solution, more fully described in Exhibit "C" attached hereto and made a part hereof for all purposes;

E. PRODUCTS SALE CONTRACTS: All those certain con-

tracts for the sale of cresylic acid and sodium sulphide, more fully described in Exhibit "D" attached hereto and made a part hereof for all purposes;

DEED RECORDS

VOL 6192 PAGE 474

04-30-0701

F. RAILROAD TANK CAR SERVICE CONTRACTS: All those certain contracts relating to the lease and service of railroad tank cars, more fully described in Exhibit "F" attached hereto and made a part hereof for all purposes, together with and including all rights of Grantor in and to and under all investment credit letters granted or issued to Grantor by the lessors in such service contracts;

G. TANK BARGE LEASE: That certain Bareboat Charter Party dated September 2, 1965, between National Marine Service Incorporated, as Owner, and Grantor, as Charterer, relating to the lease of tank barge NMS 1600 on a bareboat basis;

H. PRINCETON CHEMICAL RESEARCH CONTRACT: All of the interest and rights of Grantor in and to and under that certain Agreement dated August 2, 1965, as amended by Supplemental Agreement dated November 18, 1965, between Princeton Chemical Research, Inc. and Grantor, together with and including all discoveries, developments, improvements, innovations, inventions, patents, patent applications and all other similar rights and properties heretofore or hereafter discovered, developed and/or acquired under and pursuant to the provisions of such agreement;

I. UTILITY SERVICE CONTRACTS: All those certain electric, gas and other utility service contracts, more fully described in Exhibit "F" attached hereto and made a part hereof for all purposes;

J. RAILROAD TERMINAL STORAGE TANK LEASE AGREEMENT: That certain agreement dated January 1, 1962, between North American Car Corporation, as Lessor, and The

DEED RECORDS

VOL 6192 PAGE 475

044-30-0708

Merichem Company, a Division of Jefferson Lake Sulphur Company, as Lessee, as amended by instruments dated January 1, 1963, January 1, 1964; and January 1, 1965, respectively, relating to the leasing of storage tank 15-208 located on the Lessor's property at Lemont, Illinois;

K. RAILROAD SPUR TRACK SERVICE AGREEMENT: All of the interest and rights of Grantor in and to and under that certain railroad spur track service agreement dated July 1, 1948, between Harris County Houston Ship Channel Navigation District, The Merichem Company and the members of the Port Terminal Railroad Association, as revised by agreement dated April 16, 1963, between Grantor, Pennsalt Chemicals Corporation, Harris County Houston Ship Channel Navigation District and Port Terminal Railroad Association;

L. EMPLOYEE INVENTION AGREEMENTS: All those certain Employee Invention and Confidential Disclosure Agreements, more fully described in Exhibit "G" attached hereto and made a part hereof for all purposes, together with and including all inventions, applications for letters patent, all United States and foreign letters patent, and all other rights and interests transferred or to be transferred to Grantor pursuant to such agreements;

M. FRESH WATER CONNECTION AGREEMENT: That certain Agreement dated November 20, 1964, between Grantor and Pennsalt Chemicals Corporation, relating to installation and connection of water systems serving the Chemical Plant and the Greens Bayou Plant of Pennsalt;

DEED RECORDS

VOL 6192 PAGE 476

040-0C-440
60/0/0

N. FIRE PROTECTION SYSTEM AGREEMENT: That certain Agreement dated February 1, 1965, between Grantor and Pennsalt Chemicals Corporation, relating to use by Pennsalt of the fire protection system of Grantor;

O. ALL OTHER PROPERTY: All other lands, real estate and interests of every kind in real property, rights of way, easements and other similar permits and licenses, improvements, raw materials, inventory and personal property of every kind and character, raw material purchase contracts, products sales contracts and other contracts and agreements and rights or interests in or under same, books, records and files, and all other assets, rights, interests and properties of whatsoever kind and character (other than cash and accounts receivable) now owned or claimed by Grantor, INSO FAR AS the same cover or relate to the Chemical Plant or the operation thereof, even though such assets, rights, interests or properties, or any part thereof, be incorrectly or insufficiently described or referred to in, or a description thereof be omitted from, this instrument or any exhibit attached hereto.

The interests and properties assigned and conveyed hereby are subject to all of the terms, provisions and conditions of the contracts, leases, agreements and other instruments and matters described or referred to in the exhibits attached hereto and made a part hereof, to the extent and only to the extent, however, that same constitute valid and binding obligations of, and are valid and binding upon Grantor, and not

DEED RECORDS

VOL 6192 PAGE 477

04-30-0710

otherwise.

By its acceptance and execution hereof, Grantee assumes, as of the effective date hereof, all of Grantor's duties and obligations under all contracts, agreements, rights of way, easements and leases assigned and conveyed to Grantee hereunder and agrees, from and after such effective date, to perform all of such duties and obligations in the place and stead of Grantor; provided, however, it is understood that such assumption and agreement by Grantee shall not extend to or cover any existing accounts payable of Grantor.

Grantor hereby binds itself; its successors and assigns, to Warrant and Forever Defend all and singular the said assets, rights, interests and properties unto Grantee, its successors and assigns; against every person whomsoever lawfully claiming or to claim the same, or any part thereof; subject, however, to the matters to which the same are herein expressly stated to be subject.

No vendor's lien, express or implied, is reserved under this conveyance.

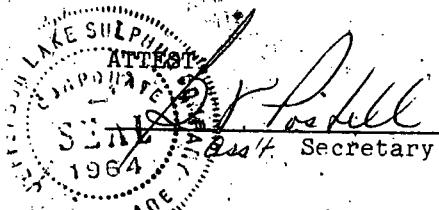
The provisions hereof shall be binding upon and extend to the respective successors and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed by their respective officers hereunto

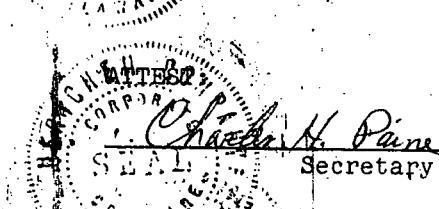
044-30-0211

DEED RECORDS
VOL 6192 PAGE 478

duly authorized in a number of counterparts, each of which shall have the force and effect of an original, although constituting but one instrument, this 30 day of December, 1965.



JEFFERSON LAKE SULPHUR COMPANY
By Eugene H. Fales Jr. President
Grantor

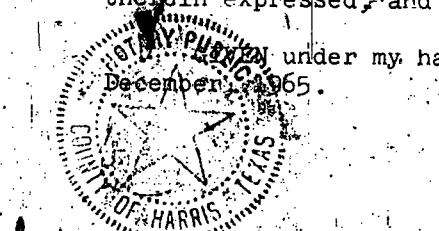


MERICHEM COMPANY
By John J. Files President
Grantee

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Eugene H. Fales Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the JEFFERSON LAKE SULPHUR COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Notary Public in and for Harris County, Texas
December 30, 1965.



Notary Public in and for
Harris County, Texas

DEED RECORDS

VOL 6192 PAGE 479

044-30-0712

THE STATE OF TEXAS

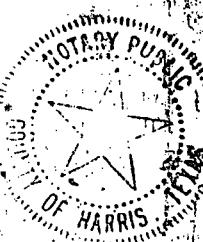
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for
said County and State, on this day personally appeared
John T. Giles, known to me to be the person
and officer whose name is subscribed to the foregoing instru-
ment, and acknowledged to me that the same was the act of
MERICHEM COMPANY, a corporation, and that he executed the
same as the act of such corporation for the purposes and
consideration therein expressed, and in the capacity therein
stated.

GIVEN under my hand and seal of office this the 30th
day of December, 1965.

Luis Bates Brown

Notary Public in and for
Harris County, Texas.



C44-30-0713

EXHIBIT "A"

(Attached to and made a part of
Assignment and Conveyance effective
as of December 31, 1965, from
Jefferson Lake Sulphur Company
to Merichem Company)

The following described lands in Harris County, Texas,
to-wit:

1. 17.809 acres of land, more or less, in the Richard
and Robert Vince Survey, Harris County, Texas, more particularly
described as follows:

BEGINNING at a concrete monument set for the
North corner of the Third Tract described in that
deed dated August 2, 1945, from H. L. Nicholson,
Administrator, to J. F. Hedding, Trustee, filed
for record in the office of the County Clerk of
Harris County, Texas, under File No. 262,739 on
August 4, 1945;

THENCE South 50° 21 feet East, along the
South right-of-way line of the Harris County
Houston Ship Channel Navigation District tract,
738.31 feet to a concrete monument for the East
corner of this tract;

THENCE South 57° West 2,067 feet to a con-
crete monument;

THENCE, along the same course, 7 feet to a
point on the left bank of Green's Bayou;

THENCE, up said left bank of Green's Bayou
with its meanders, approximately 200 feet to a
concrete monument set for the West corner of the
First Tract described in that deed from H. L.
Nicholson, Administrator, to J. F. Hedding,
Trustee, filed for record in the office of the
County Clerk of Harris County, Texas, on August
4, 1945;

THENCE North 57° East 1,232.5 feet to a
concrete monument;

THENCE North 33° West 504.6 feet to a
concrete monument set for the West corner of
said Third Tract referred to above;

THENCE North 57° East 644.0 feet to the
Place of Beginning;

and being the same land: (1) described as a tract of 3.1 acres,
more or less, in that certain deed dated May 17, 1948, from

DEED RECORDS

VOL 6192 PAGE 481

04-30-0714

Diamond Alkali Company to The Merichem Company, recorded in Volume 1808, page 694, of the Deed Records of Harris County, Texas; and (ii) that 14.709 acres of land, more or less, described in that certain deed dated August 17, 1948, from Diamond Alkali Company to The Merichem Company, recorded in Volume 1844, page 218, of said records.

Said tract of land is subject to the following:

(1) That certain easement for roadway purposes 40 ft. in width by 500 ft. in length along the Southeasterly line of said tract of land, such easement being more fully described in that certain Agreement dated July 27, 1960, recorded in Volume 4153, page 365 of the Deed Records of Harris County, Texas;

(2) Easements granted by John T. Tod, Houston Bank & Trust Company and the Estate of R. E. Brooks to the United States of America for the purpose of constructing a ship channel and granting the right to deposit all spoil or other matter excavated from said channel;

(3) Easement in favor of Houston Lighting & Power Company dated November 26, 1961, recorded in Volume 4614, page 511 of the Deed Records of Harris County, Texas; and

(4) All other easements and rights of way of record or occupied on the ground.

2. 14-1/3 acres of land in the R. and R. Vince League, Harris County, Texas, situated on Green's Bayou, being the same land awarded to Mrs. Elsie Louise Joiner in that certain Deed of Partition dated June 8, 1912, recorded in Volume 291, page 521, of the Deed Records of Harris County, Texas, and being more particularly described as follows, to-wit:

BEGINNING at the Southeast corner of said tract;

THENCE North 59° East 1247 feet to the Northeast corner of said tract;

THENCE West 491 feet to a stake for corner;

THENCE, along a line parallel to the East line of this tract, a distance of 1297 feet to Green's Bayou;

THENCE up Green's Bayou to the Place of Beginning;

save and except an undivided 1/2 interest in all of the oil, gas, sulphur, uranium and other minerals, or the proceeds therefrom, which may be found or produced from under the

DEED RECORDS

VOL 6192 PAGE 482

044-30-0715

above described land, but vesting in the Grantees herein the exclusive use of the surface of the above described land as against the owners of any of said oil, gas, sulphur, uranium and other minerals which may be found or produced from under the above described land; and being the same land described in that certain deed dated January 2, 1956, from Pearl Kahn Levy, et al., to Jefferson Lake Sulphur Company, recorded in Volume 3082, page 248, Deed Records of Harris County, Texas.

(Page Three - Exhibit "A")

25

DEED RECORDS

VOL 6192 PAGE 483

044-30-0746

EXHIBIT "B"

(Attached to and made a part of
Assignment and Conveyance ~~effective~~
~~as of December 31, 1965~~, from
Jefferson Lake Sulphur Company
to Merichem Company)

The following described easements covering or affecting
lands in Harris County, Texas:

1. Assignment of Easement for roadway purposes,
dated July 27, 1960, from Pennsalt Chemicals Corporation
to Jefferson Lake Sulfur Company, recorded in Volume 4172,
page 94 of the Deed Records of Harris County, Texas.
2. Easement for telephone line crossing (MO-P-62),
dated July 1, 1949, from Harris County Houston Ship Channel
Navigation District to The Merichem Company, as revised by
agreement between Grantor, Harris County Houston Ship
Channel Navigation District and Port Terminal Railroad
Association.
3. Easement for private road crossing (MO-P-62-A),
dated July 8, 1949, from Harris County Houston Ship Channel
Navigation District to The Merichem Company, as revised by
agreement between Grantor, Harris County Houston Ship
Channel Navigation District and Port Terminal Railroad
Association.

DEED RECORDS
VOL 6192 PAGE 484

044-30-0717

EXHIBIT "C"

(Attached to and made a part of Assignment and Conveyance effective as of December 31, 1965, from Jefferson Lake Sulphur Company to Merichem Company)

All those certain contracts for the purchase of spent caustic solution and spent sodium sulfide solution, and the hereinafter indicated amendments thereto, consisting of and described as follows:

<u>Seller</u>	<u>Buyer</u>	<u>Date</u>	<u>Amendment</u>	<u>Original Term</u>	<u>Raw Material</u>
Anioco Chemicals Corp.	Jefferson Lake Sulphur Company - Chemical Division (JLS Co.-CD)	5/17/62	12/9/63	6/1/62- 6/1/67	Spent Caustic Solution (C)
Anioco Chemicals Corp.	JLS Co.-CD	9/29/64	-	1/1/65- 12/31/65	C
Anioco Chemicals Corp.	JLS Co.-CD	9/29/64	-	1/1/65- 12/31/65	C
Anioco Chemicals Corp.	JLS Co.-CD	9/29/64	-	1/1/65- 12/31/65	C
American Petrofina Co. of Texas	The Merichem Company - A Division of Jefferson Lake Sulphur Company (MC-JLS Co.)	5/10/60	-	5/10/60-	C
Apco Oil Corporation	MC-JLS Co.	8/17/61	-	9/1/61- 9/1/63	C
Apco Oil Corporation	MC-JIS Co.	8/17/61	-	9/1/61- 9/1/63	C
Atlantic Refining Co.	MC-JLS Co.	9/1/58	-	9/1/58- 8/31/59	C
Bay Petroleum Corp.	The Merichem Company (MC)	11/27/56	-	1/1/57- 12/31/61	C

DEED RECORDS

VOL 6192 PAGE 485

044-30-0718

<u>Seller</u>	<u>Buyer</u>	<u>Date</u>	<u>Amendment</u>	<u>Original Term</u>	<u>Raw Material</u>
Bell Oil & Gas Co.	MC-JLS Co.	12/12/61	-	1/1/62- 12/31/62	C
Bell Oil & Gas Co.	JLS Co.-CD	11/26/63	-	11/26/63-	Spent Sodium Sulfide Solution (SS)
B.P. Refining Co., Ltd.	JLS Co.-CD	8/17/64	-	6/1/64- 5/31/65	C
Cities Service Pet. Co.	JLS Co.-CD	4/14/61	5/5/64	5/1/61- 4/30/66	C
Cities Service Pet. Co.	JLS Co.-CD	11/20/64	-	11/18/64- 11/17/67	C
Cities Service Pet. Co.	JLS Co.-CD	2/7/57	12/18/63	4/1/57- 3/31/67	C
Clark Oil & Refining Corp.	MC-JLS Co.	7/6/61	-	7/1/61- 6/30/62	C
Consolidated Chemical Industries	JLS Co.-CD	11/5/62	-	1/1/63- 12/31/63	H ₂ SO ₄
Consolidated Chemical Industries	JLS Co.-CD	11/5/62	-	1/1/63- 12/31/63	Spent Sulfuric Acid
Consolidated Chemical Industries	JLS Co.-CD	5/1/64	-	1/1/65- 12/31/69	H ₂ S
Continental Oil Co.	MC-JLS Co.	7/27/60	-	1/1/58- 12/31/67	C
Continental Oil Co.	MC-JLS Co.	7/27/60	-	1/1/58- 12/31/67	C
Continental Oil Co.	MC-JLS Co.	7/21/61	-	8/1/61- 7/31/71	C
Continental Oil Co.	MC-JLS Co.	12/1/55	11/1/60	1/1/56- 12/31/65	C
Continental Oil Co.	MC	7/10/56	-	5/1/56- 4/30/66	C

DEED RECORDS

VOL 6192 PAGE 486.

044-30-0719

<u>Seller</u>	<u>Buyer</u>	<u>Date</u>	<u>Amendment</u>	<u>Original Term</u>	<u>Raw Material</u>
Cooperative Refinery Ass'n.	JLS Co.-CD	2/7/61	10/1/62	1/1/63-12/31/63	C
Cooperative Refinery Ass'n.	JLS Co.-CD	2/7/61	10/1/62	1/1/63-12/31/63	C
Cosden Oil & Chem. Co.	JLS Co.-CD	5/16/62	-	6/1/62-5/30/67	C
Cosden Oil & Chem. Co.	JLS Co.-CD	8/10/62	-	8/10/62-	SS
Crown Central Pet. Corp.	JLS Co.-CD	4/13/62	-	1/1/62-12/31/71	C
Delta Refining Co.	MC-JLS Co.	1/13/61	-	3/1/61-2/28/66	C
Derby Refining Co.	MC-JLS Co.	6/22/56	3/1/61	7/1/56-6/30/66	C
Derby Refining Co.	MC-JLS Co.	9/16/59	-	9/16/59-	SS
Dow Chemical Co.	JLS Co.-CD	6/11/62	6/8/64	7/1/62-6/30/63	C
D-X Sunray Oil Co.	JLS Co.-CD	3/25/63	-	4/1/63-3/31/73	C
D-X Sunray Oil Co.	JLS Co.-CD	3/25/63	-	4/1/63-3/31/73	C
El Paso Natural Gas Products Co.	JLS Co.-CD	9/9/60	12/21/61	11/1/60-10/31/65	C
Great Northern Oil Co.	JLS Co.-CD	10/1/63	-	10/1/63-9/30/68	C
Gulf Oil Corp.	JLS Co.-CD	9/2/59	5/21/63	1/1/59-12/31/68	C
Hess Oil Co.	MC-JLS Co.	12/29/60	-	1/1/61-12/31/65	C
Humble Oil & Refining Co.	JLS Co.-CD	12/6/60	4/3/63	11/1/60-10/31/65	C

DEED RECORDS

VOL 6192 PAGE 487

04-30-9720

<u>Seller</u>	<u>Buyer</u>	<u>Date</u>	<u>Amendment</u>	<u>Original Term</u>	<u>Raw Material</u>
Humble Oil & Refining Co.	MC-JLS Co.	5/23/61	-	5/23/61-	C
Humble Oil & Refining Co.	JLS Co.-CD	8/17/56	-	7/1/56- 6/30/59	C
Imperial Oil Enterprises	JLS Co.-CD	3/19/63	-	4/1/63- 3/31/68	C
International Refineries, Inc.	JLS Co.-CD	11/21/62	-	1/1/63- 12/31/67	C
Kerr-McGee Oil Industries, Inc.	JLS Co.-CD	9/6/57	10/8/63	1/1/62- 12/31/62	C
Kerr-McGee Oil Industries, Inc.	JLS Co.-CD	9/6/57	10/8/63	1/1/62- 12/31/62	C
La Gloria Oil & Gas Co.	JLS Co.-CD	6/2/63	6/14/63	6/1/61- 5/30/66	C
Leonard Refineries, Inc.	JLS Co.-CD	2/8/62	-	2/1/62- 1/31/63	C
High Oil Co.	JLS Co.-CD	9/3/65	-	10/1/65- 9/30/70	C
Marathon Oil Co.	JLS Co.-CD	8/27/65	-	9/1/65- 8/31/68	C
Mississippi Gulf Ref. Co.	JLS Co.-CD	6/1/62	-	7/1/62- 6/30/72	C
Midland Cooperatives, Inc.	JLS Co.-CD	2/2/65	-	1/1/65- 12/31/65	C
Mobile Oil Co.	JLS Co.-CD	6/26/64	-	7/1/64- 6/30/66	C
Murphy Oil Corp.	MC-JLS Co.	6/17/60	3/6/61	6/1/57- 5/30/60	C
Naph-Sol Refining Co.	JLS Co.-CD	4/26/63	-	5/1/63- 4/30/68	C

DEED RECORDS

VOL 6192 PAGE 488

044-30-0721

<u>Seller</u>	<u>Buyer</u>	<u>Date</u>	<u>Amendment</u>	<u>Original Term</u>	<u>Raw Material</u>
National Cooperative Ref. Assn.	JLS Co.-CD	3/29/61	3/22/63	4/1/61-3/31/66	C
National Cooperative Ref. Assn.	JLS Co.-CD	12/9/63	-	12/9/63-	SS
Northwestern Refining Co.	JLS Co.-CD	10/26/61	5/17/65	11/1/61-10/31/62	C
Phillips Pet. MC-JLS Co., Co.	MC-JLS Co.	12/23/59	3/8/62	12/23/59-	C
Phillips Pet. MC-JLS Co. Co.	MC-JLS Co.	12/23/59	-	12/23/59-	C
Phillips Pet. MC-JLS Co. Co.	MC-JLS Co.	12/23/59	-	12/23/59-	C
Phillips Pet. MC-JLS Co. Co.	MC-JLS Co.	10/15/59	-	10/15/59-	C
Phillips Pet. JLS Co.-CD Co.	JLS Co.-CD	7/12/65	-	7/1/65-6/30/76	SS
Pontiac Refining Corp.	JLS Co.-CD	6/1/62	-	7/1/62-6/30/72	C
Premier Oil Refining Co.	MC	6/28/56	-	7/1/56-6/30/66	C
Shamrock Oil & Gas Corp.	JLS Co.-CD	3/29/61	2/21/64	4/1/62-3/31/63	C
Shell Oil Co. JLS Co.-CD	JLS Co.-CD	7/15/65	-	7/1/65-6/30/70	SS
Shell Oil Co. MC-JLS Co.	MC-JLS Co.	1/14/60	6/7/61	1/1/60-12/31/60	C
Shell Oil Co. MC-JLS Co.	MC-JLS Co.	1/14/60	6/7/61	1/1/60-12/31/60	C
Shell Oil Co. JLS Co.-CD	JLS Co.-CD	5/6/63	-	5/6/63-	SS
Shell Oil Co. JLS Co.-CD	JLS Co.-CD	1/6/65	-	1/4/65-1/3/68	C
Shell Oil Co. MC-JLS Co.	MC-JLS Co.	1961	-	1961-	C

DEED RECORDS
VOL 6192 PAGE 489

<u>Seller</u>	<u>Buyer</u>	<u>Date</u>	<u>Amendment</u>	<u>Original Term</u>	<u>Raw Material</u>
Shell Oil Co. of Canada, Ltd.	JLS Co.-CD	3/29/63	-	8/1/63- 7/31/68	C
Shell Oil Co. of Canada, Ltd.	JLS Co.-CD	6/14/63	-	7/1/63- 6/30/68	C
Signal Oil & Gas Co.	JLS Co.-CD	8/31/62	-	9/1/62- 8/31/63	C
Signal Oil & Gas Co.	MC-JLS Co.	7/27/60	-	7/27/60-	SS
Skelly Oil Co.	JLS Co.-CD	9/18/63	-	4/1/64- 3/31/69	C
Sinclair Petro-chemicals, Inc.	JLS Co.-CD	11/22/65	+	1/1/66- 12/31/71	C
Sinclair Refining Co.	MC-JLS Co.	11/22/61	-	11/1/61-	C
Sinclair Refining Co.	MC-JLS Co.	7/24/56	1/25/61	7/1/56- 6/30/61	C
Sinclair Petro-chemicals, Inc.	JLS Co.-CD	1/4/62	-	1/1/62-	C
Standard Oil Co. of Texas	JLS Co.-CD	1/6/65	-	1/1/65- 12/31/69	C
Standard Oil Co. of Kentucky	JLS Co.-CD	1/20/64	-	12/1/64- 11/30/69	C
Sun Oil Co. Ltd.	JLS Co.-CD	1/6/63	-	6/1/63- 5/30/66	C
Tenneco Oil Co.	JLS Co.-CD	1/9/62	1/21/63	1/1/62- 12/31/66	C
Texaco, Inc.	MC-JLS Co.	1/4/60	-	7/1/60- 6/30/61	C
Texaco, Inc.	MO-JLS Co.	1/13/61	-	1/13/61-	C
Texaco, Inc.	JLS Co.-CD	1/31/61	9/18/63	2/1/61- 1/31/62	C
Texaco, Inc.	JLS Co.-CD	5/4/60	4/23/64	7/1/60- 6/30/61	C

144-30-0722

044-30-0723

287

DEED RECORDS

VOL 6192 PAGE 490

<u>Seller</u>	<u>Buyer</u>	<u>Date</u>	<u>Amendment</u>	<u>Original Term</u>	<u>Raw Material</u>
Texaco, Inc.	MC-JLS Co.	5/29/57	4/10/61	6/1/57- 11/30/57	C
Texas City Refining, Inc.	JLS Co.-CD	10/2/62	-	11/1/62- 10/31/65	C
Union Texas Pet.	JLS Co.-CD	2/3/65	-	2/3/65-	SS
Union Carbide Corp.	JLS Co.-CD	9/18/64	-	11/1/64-	Nitrogen
Vickers Refining Co.	JLS Co.-CD	12/19/57	3/29/62	1/1/58- 12/31/67	C

DEED RECORDS
VOL 6192 PAGE 491

044-30-0724

EXHIBIT "D"

(Attached to and made a part of Assignment and Conveyance effective as of December 31, 1965, from Jefferson Lake Sulphur Company to Merichem Company)

All those certain Products Sales Contracts for the sale of Cresylic Acid and Sodium Sulfide, each executed or to be executed by The Chemical Division of Jefferson Lake Sulphur Company as Seller, consisting of and described as:

Contract Number	Date	Buyer	Term	Requirements
<u>Cresylic Acid</u>				
286568	6/15/65	Westinghouse Electric Corporation	7/1/65- 6/30/68	Total
CA-2366	3/22/65	National Poly Chemicals, Inc.	6/1/65- 12/31/66	Total
CA-2665	6/18/65	Catalin Corporation of America- Assigned to Ashland Refining Company	7/1/65- 6/30/66	Total
CA-2765	6/18/65	Monsanto Company	1/1/66- 12/31/68 and thereafter from year to year unless cancelled upon 6 months written notice	Partial
CA-166	11/23/65	Chipman Chemical Company, Inc.	1/1/66- 12/31/66	Partial
*CA-266	11/24/65	Tenneco Chemicals, Incorporated	1/1/66- 12/31/66	Partial
CA-366	11/23/65	Varcum Chemical Division of Reichhold Chemical Co., Inc.	1/1/66- 12/31/66	Partial

DEED RECORDS

VOL 6192 PAGE 492

044-30-0725

<u>Contract Number</u>	<u>Date</u>	<u>Buyer</u>	<u>Term</u>	<u>Requirements</u>
*CA-466	11/23/65	Montrose Chemical Division of Baldwin	1/1/66-12/31/66	Partial
		Montrose Chemical Co., Inc.		
*866	11/23/65	Turco Products, Inc.	1/1/66-12/31/66	Partial
*966	11/23/65	Turco Products, Inc.	1/1/66-12/31/66	Partial
*CA-1066	12/17/65	Verkaufs-Vereinigung Jan. 1966 fuer Teererzengesesse 1 shipment A.G. c/o The George A. Abood Company, Inc.		Fixed Quantity
CA-1166	11/23/65	Valite Division of Valentine Sugars, Inc.	1/1/66-12/31/66	Total
*CA-1266	11/23/65	Pure Oil Company	1/1/66-12/31/66	Partial
*CA-1366	11/23/65	Owens Corning Fiberglas Corp.	1/1/66-12/31/66	Total
CA-2965	8-5-65	Montrose Chemical Division- Baldwin	7/1/65-6/30/66	Partial
		Montrose Chemical Co., Inc.		
*CA-566	11/23/65	Montrose Chemical Division- Baldwin	1/1/66-12/31/66	Partial
		Montrose Chemical Co., Inc.		
CA-1566	11/24/65	Rohm & Haas Company	12/1/65-12/31/67	Partial
CA-2266	12/2/65	Sinclair Refining Company	1/1/66-12/31/66	Total
*CA-766	11/24/65	Stauffer Chemical Company	1/1/66-12/31/66	Partial
CA-2165	2/8/65	Anaconda Wire & Cable Company	3/1/65-2/28/66	Partial
*CA-2166	12/1/65	Anaconda Wire & Cable Company	1/1/66-12/31/66	Partial
NOTE: This contract supersedes and voids Contract No. 2165				

REFED RECORDS

VOL 6192 PAGE 493

044-30-0726
92

<u>Contract Number</u>	<u>Date</u>	<u>Buyer</u>	<u>Term</u>	<u>Requirements</u>
*CA-66668	11/24/65	FMC Corporation	1/1/66- 12/31/67	Partial
*CA-1466	11/23/65	Cities Service Oil Company	1/1/66- 12/31/66	Total
	2/17/65	Humble Oil & Refining Company	3/1/65- 2/28/66	Partial
125 (Texaco Agreement No. 6511)	1/17/62 (as amended)	Texaco, Inc.	1/1/62- 12/31/62	Total and continuing thereafter until cancelled by either party on 30 days notice.
75 (Texaco Agreement No. 6392)	5/1/59 (as amended)	Texaco, Inc.	5/1/59- 12/31/60	Partial Extended from year to year with last extension to 12/31/65
E-164	5/1/63	Tar Residuals, Inc.	1/1/64- 12/31/68	Partial

Sodium Sulfide

SS-36265	8/31/62	East Texas Pulp & Paper Co.	1/1/63- 12/31/64	Partial and continued from year to year thereafter until cancelled by either party by October 1st
----------	---------	-----------------------------	---------------------	--

044-30-0727

DEED RECORDS
VOL 6192 PAGE 494

<u>Contract Number</u>	<u>Date</u>	<u>Buyer</u>	<u>Term</u>	<u>Requirements</u>
SS-665	8/26/66	Olin Chemicals, Inc., Forest Products Division	5/1/65- 4/30/66	Partial
	4/23/64	Crown-Zellerbach Corporation	1/1/65- 12/31/69	Partial and year to year thereafter unless can- celled by 6 months written notice
SS-56570	4/1/65	Kaiser Aluminum Company	4/1/65- 3/31/70	Total

* Unexecuted

DEED RECORDS

VOL 6192 PAGE 495

CA-30-0728

EXHIBIT "E"

(Attached to and made a part of
Assignment and Conveyance effective
as of December 31, 1965, from Jefferson
Lake Sulphur Company to Merichem Company)

All those certain Tank Car Service Contracts and
Agreements, and the amendments thereto, each executed by
Jefferson Lake Sulphur Company, as Customer or Lessee, con-
sisting of and described as follows:

<u>Contract Number</u>	<u>Lessor</u>	<u>Date</u>	<u>Amendments</u>	<u>Original Term</u>	<u>Cars Now Under Contract</u>
1697	General American Transportation Corporation	3-31-65		Exp. 5-31-66	2 Tank Cars
3163	General American Transportation Corporation	2-5-65	7-7-65 10-26-65	Exp. 3-31-66	12 Tank Cars
8372	General American Transportation Corporation	8-30-65	10-28-65 10-29-65	Exp. 11-30-66	37 Tank Cars
3209	General American Transportation Corporation	2-26-65	4-1-64 8-24-64 1-18-65 3-4-65 10-11-65 10-20-65	5 years	24 Jumbo Tank Cars
4-4598-2	North American Car Corporation	1-1-62	1-1-63 12-31-64	1 year	35 Tank Cars
4-4598-12	North American Car Corporation	6-1-63	8-20-63 5-2-65 7-5-65 9-28-65 10-15-65	5 years	15 Jumbo Tank Cars
	Union Tank Car Company	7-15-63	7-15-63 10-1-64 12-7-64	1 year from date of arrival of each car	6 Tank Cars

DEED RECORDS

VOL 6192 PAGE 496

044-30-0729

EXHIBIT "F"

(Attached to and made a part of Assignment
and Conveyance effective as of December 31,
1965, from Jefferson Lake Sulphur Company
to Merichem Company)

All those certain utility service and sales contracts,
providing for the furnishing and sale of electric service
and natural gas to the Chemical Plant, consisting of and
described as follows:

1. Application and Agreement for Electric Service dated July 14, 1964, but effective as of September 1, 1964, between Jefferson Lake Sulphur Company-Chemical Division, as Customer, and Houston Lighting & Power Company, as Supplier.
2. Gas Sales Contract dated October 7, 1960, but effective January 1, 1961, between Industrial Gas Supply Corporation, as Seller, and The Merichem Company, a Division of Jefferson Lake Sulphur Co., as Buyer.
3. Gas Sales Contract dated December 23, 1965, but effective as of January 1, 1966, between Pan American Gas Company, as Seller, and Jefferson Lake Sulphur Company-Chemical Division, as Buyer.

30

DEED RECORDS
VOL 6192 PAGE 497

044-30-0730

EXHIBIT "G"

(Attached to and made a part of
Assignment and Conveyance effective
~~as of December 31, 1965~~, from
Jefferson Lake Sulphur Company
to Merichem Company)

All those certain Employee Invention and Confidential Disclosure Agreements, each executed in favor of Jefferson Lake Sulphur Company on the dates and by the employees indicated below:

<u>Date</u>	<u>Employee</u>
April 20, 1965	George Howard Luttrell, Jr.
August 27, 1964	E. R. Jensen
August 25, 1964	Amos D. Sweet
October 28, 1964	Richard K. Miller
October 1, 1964	K. E. Clonts
October 28, 1964	John T. Files
October 28, 1964	H. W. Pfennig
October 28, 1964	J. D. Ligon

29

DEED RECORDS

VOL 6192 PAGE 498

044-30-0731

FILED FOR RECORD AT	
4:59 O'Clock PM	
12-30-65	
R. E. TURRENTINE, JR.	
Clerk, County Court, Harris Co. Texas	
By	<i>Al G. Moore</i> DEPUTY

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Harris County, Texas, as stamped hereon by me, on

DEC 30 1965



R. E. Turrentine Jr.
COUNTY CLERK
HARRIS COUNTY, TEXAS

Return to:

Jack R. Sowell
Wilson, Rector, Sowell & Story
First City National Bank ~~Houston~~
Houston, Texas